

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE BASU GROUP INC., X

Plaintiff, :

v.

BIACCI INC., SHARAT KUMRA, SISBRO
CREATIONS, POTPOURRI GROUP, INC.
D/B/A CATALOG FAVORITES and D/B/A
SERENGETI CATALOG,
SEVENTH AVENUE, INC., MIDNIGHT
VELVET, INC. and SIGNALS CATALOGUE
CORPORATION D/B/A CATALOG CLASSICS:

Defendants, :

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: <u>3/19/14</u>

Civil Action No. 1:12-cv-05565-RJS
ECF CASE

CONSENT JUDGMENT

By its First Amended Complaint filed August 22, 2012, plaintiff alleged that defendants violated certain copyright rights of plaintiff;

By dismissals already of record in the Action as against defendants Potpourri Group, Inc. and Signals Catalogue Corporation;

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and between the remaining parties, and it is

SO ORDERED, that:

1. A separate Settlement Agreement having an Effective Date of October 1, 2013 (“Settlement Agreement”), settling this matter and outlining the fiscal arrangement between the plaintiff and defendants Biacci Inc., Sharat Kumra, Sisbro Creations, Midnight Velvet, Inc. and Seventh Avenue, Inc., is binding between these parties, and the Escrow Agent named therein.

2. The Basu Group, Inc. owes no payment back to defendant Potpourri Group, Inc. under the terms of the Settlement Agreement entered into between them.

3. This Court has continuing jurisdiction over the subject matter of this Action, the parties hereto and the Escrow Agent, and all those bound hereunder for purposes of enforcement of this Consent Judgment and the Settlement Agreement.

4. In consideration of the foregoing and conditioned upon the compliance by defendants with the various terms of the Settlement Agreement provided for above, this Action, including all claims, defenses and counterclaims, and including without limitation all claims, defenses and counterclaims between Plaintiff and Defendants presently known or unknown arising from the individual allegations made therein, is hereby dismissed in its entirety, against all parties, with prejudice, but with leave for any party to re-open the case at any time between the date of this Order and February 25, 2015, should the terms of the Settlement Agreement be breached by any party thereto. This order is without prejudice to any claims or cross-claims of Seventh Avenue or Midnight Velvet against Biacci or Biacci against Seventh Avenue or Midnight Velvet.

5. Each party shall bear its own costs and attorneys' fees in this action. This paragraph is without prejudice to any claims or cross-claims of Seventh Avenue or Midnight Velvet against Biacci or Biacci against Seventh Avenue or Midnight Velvet.

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Dated: 3/11/2014

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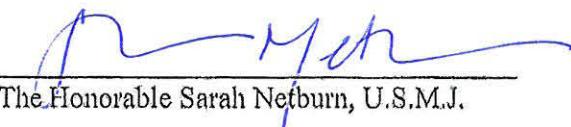
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Attorneys for Defendants SEVENTH AVENUE, INC. and MIDNIGHT VELVET, INC.

Dated: March 12, 2014

SO ORDERED this 19 day of March, 2014.


The Honorable Sarah Netburn, U.S.M.J.